UNITED STATES COURT OF APPEALS
TENTH CIRCUIT

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NOVEMBER TERM—1964

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RYDER TRUCK RENTAL, INC.,
Appellant,

vs.

CENTRAL PACKING COMPANY, INC.,
Appellee.

No. 7713

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Appeal from the United States District Court for the District of Kansas

(Filed United States Court of Appeals, Tenth Circuit, January 28, 1965. Robert D. Cartwright, Clerk.)

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Russell W. Baker (Robert H. Bingham, Douglas Stripp, and James F. Duncan with him on Brief), for Appellant.

George Schwegler, Jr. (Edward A. Smith, Wayne F. Caskey, Jr. and James J. Lysaught with him on Brief), for Appellee.

Before MURRAH, Chief Judge, and PICKETT and SETH, Circuit Judges.

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MURRAH, Chief Judge.

This is an appeal from a judgment on a directed verdict, in a suit by appellant-Ryder Truck Rental, Inc. to recover damages for the breach of a refrigerated-truck lease-contract with appellee-Central Packing Company, Inc.

Ryder is engaged in the business of leasing refrigerated equipment on a mileage basis. Central is in the meat packing business and used refrigerated equipment in the transportation of its products. Under the terms of the subject lease-contract, Ryder leased thirty new diesel refrigerated truck-trailers to Central for a period of six and one-half years, with the right of continuous use. Central was granted the further right to sublease any of the vehicles or assign its interest in the lease; provided, however, that "in the event of such sublease or assignment the Lessee shall remain liable for the performance of all of its obligations hereunder." See: Paragraph 5-D. Each vehicle carried Central's name in porcelain enameled letters, with its designated trade symbol. Ryder warranted that the equipment would be mechanically fit and properly equipped at all times to safely transport fresh meat and perishable commodities. Ryder was to be paid for the use of the equipment under a sliding scale mileage rate, based upon the number of miles over which each piece of equipment was used. The lease did not specify any minimum mileage use requirement, but the lessee did expressly agree to "use and operate the motor vehicle equipment * * * in the normal and ordinary conduct of its business, including but not limited to renting, leasing or subleasing said vehicles to others * * *." See: Paragraph 4-I. Central was given the right to terminate the lease and purchase the leased equipment, in accordance with a stipulated formula. In the event of cancellation for Central's default, Central agreed, at Ryder's option, to purchase the leased equipment in accordance with the same formula.

After using the trucks, apparently on a mutually satisfactory basis, for approximately six months, Central assigned the lease to Central Packing Company of Kansas. Soon thereafter, Ryder was informed by the assignee that it had no intention of making further use of the leased equipment. Ryder thereupon cancelled the lease and instituted this suit alleging a breach. Its claim in three Counts sought (I) loss of profits for Central's failure to make use of the trucks; (II) Central's purchase of the leased equipment in accordance with the contractual provisions for its breach; and, (III) compensation for repairs made to the trucks by Ryder for Central's benefit.

On pretrial and trial, Central moved to dismiss Counts I and II for failure to state a claim, and objected to the admission of any extraneous evidence on the ground that "as a matter of law * * * the lease is a * * * complete and wholly integrated instrument and * * * the intention of the parties must * * * be determined from reading and interpreting the instrument by the Court;" and, that so construed, the lease "did not impose any obligation of use * * * on the part of the defendant."

Ryder also stood on the face of the contract, contending that by its terms, Central was required to use the leased equipment in the "normal and ordinary conduct" of its business. To make out its case, Ryder tendered in evidence the lease-contract, its letter of termination and proof of its damages resulting from the breach. Judging the lease on its face, the trial Court concluded that "Central was not required to do anything, really, unless they used the equipment * * * that there is no minimum use requirement or no use requirement in the contract;" and, that Ryder's claim on Counts I and II must, therefore, fall. The Court gave judgment for Ryder on Count III, and it is not now in dispute.

Since the dimensions of our lawsuit in its present posture are delineated by the four corners of the lease, its interpretation is a matter of law, wholly within the province of the Court. See: United States v. Nichel (10 CA), 243 F.2d 924. If, therefore, the trial Court's interpretation is correct, the directed verdict was proper. If, on the other hand, the contract is construed to obligate Central to use the equipment in the "normal and ordinary conduct" of its business, its admitted refusal to use the equipment constituted a breach, as a matter of law. In this event, the question of remedies and the extent thereof, is a matter for trial in the first instance.

Ryder contends that a covenant of reasonable use in the "normal and ordinary conduct" of Central's business is necessarily implied from the context of the whole lease, and is explicit in the language of paragraph 4-I.

We have said that "where a written agreement between contracting parties is seemingly complete, a court will not lightly imply an additional covenant enlarging its terms." Stern v. Dunlap Company (10 CA), 228 F.2d 939, 942. "We can only imply an obligation with respect to which the contract is silent when a consideration of the whole of its parts admits of no other reasonable construction." United States v. Nichel, supra, p. 927. See: Phillips Petroleum Co. v. McCormick (10 CA), 211 F.2d 361; Utex Exploration Co. v. Garwood (10 CA), 246 F.2d 547; and United States v. Easley (10 CA), 284 F.2d 518. "But if it is clear from all of the pertinent parts or provisions of the contract, taken together and considered in the light of the facts and circumstances surrounding the parties at the time of its execution, that the obligation in question was within the contemplation of the parties or was necessary to carry their intention into effect, it will be implied and enforced." Stern v. Dunlap Company, supra, p. 942. And see: Carter v. Certain-Teed Products Corp., 102 F. Supp.

280, remanded 200 F.2d 754; Wood v. Lucy, Lady Duff-Gordon, 118 N.E. 214; and Corbin on Contracts, Ch. 25, Vol. 3, Sec. 568.

The contract was elaborate and comprehensive with regard to the rights and duties imposed upon the respective parties. Each party owed the contract the duty of good faith performance, and impliedly covenanted not to interfere with the right of the other to the fruits of its bargain. See: Local 1912 International Association of Machinists v. United States Potash Co. (10 CA), 270 F.2d 496; and United Steelworkers of America v. New Park Mining Co. (10 CA), 273 F.2d 352; 3 Williston (Rev. Ed. 1936), §670. It is, of course, the Court's duty to construe the lease so as to effectuate the manifest intention of the parties—to give life and vitality to the language the parties have used to express their agreement.

Central contends and the trial Court was apparently of the view that the obligation in paragraph 4-I "to use and operate" the equipment in the "normal and ordinary conduct" of Central's business, related solely to the manner of use, and not the extent to which the equipment was to be used. Paragraph 4-A through K of the lease contains specifically enumerated covenants, each of which imposes an obligation upon the lessee with respect to the use and operation of the equipment. And, they do generally relate to the manner in which the refrigerated equipment is to be operated, and are primarily for the benefit and protection of the lessor. Thus, the lessee specifically agrees, inter alia, to operate the equipment by competent drivers; to avoid abusive handling; to reimburse the lessor for damages resulting from reckless or abusive operation; to periodically return each vehicle to the lessor's garage for inspection and maintenance to avoid interruption in service; to maintain adequate insurance coverage; to promptly notify and report to the lessor any accidents or collisions

involving the equipment; to pay any special license or ton mileage taxes; to use and operate the vehicles in compliance with all lawfully imposed regulations; and to indemnify and hold the lessor harmless against all forfeitures, seizures and penalties. These express covenants are obviously designed to cover every conceivable contingency with respect to the manner of operation of the equipment.

As we construe paragraph 4-I, however, it serves the additional purpose of obligating Central with respect to the extent of use. This contextual interpretation is in harmony with what appears to be the deliberate purpose of the parties not to specify a minimum mileage requirement, while at the same time imposing an obligation of reasonable use. The manifest purpose and design of the lease was the rental of this equipment for commercial use at a mileage rate. It was essentially a "use" lease, and reasonable use was undoubtedly contemplated. While the agreement was "noticeably silent" with respect to a minimum mileage use, it was explicit with respect to "normal and ordinary" use. In these circumstances, the intention of the parties and the contractual implication become synonymous. See: Brimmer v. Union Oil of California, 81 F.2d 437, 105 A.L.R. 454. That which is manifestly contemplated in fact is implied and enforced in law.

We construe the lease, as a matter of law, to provide for the "normal and ordinary" use in the conduct of Central's business, and this obligation ran with the equipment whether subleased or assigned. The case is accordingly REVERSED and REMANDED for further trial on the remedies provided in the lease for its breach. As to that, we express no opinion.

SETH, Circuit Judge, (dissenting):

I respectfully dissent from the conclusion reached by the majority that the lease agreement in paragraph 4-I

contains a provision governing the extent to which the trucks and trailers are to be used.

Paragraph 4-I, which appears among a series of specific requirements relating to the method of use, states that the lessee will use and operate the units in the normal and ordinary conduct of its business. The appellant urges that this is the provision prescribing the *extent* of use. This argument requires a reference to lessee's business for a measure or standard. This would not be difficult were it not for other lease provisions which contemplate that the units be used by any other firm or individual. Thus it is not lessee's business which is the measure, but that of all these other possible users also. The argument thus assumes that the parties agreed to use as a standard the quantity of use by these unknown assignees or sublessees. The lease provides a completely unrestricted power in the lessee to so sublease or "to assign this Agreement or any Interest therein." This right destroys the argument that lessee's business is the measure of use and leaves no standard or measure upon which a court can say the parties agreed. It appears that the lease was once assigned, the assignee went bankrupt, and it was assigned back. Thus the provision relating to assignment was used and recognized by the parties.

The same can of course be said as to the use of the same portion of paragraph 4-I as a standard for the *method* of use. Here again the method of use related to lessee's business by such a general provision, in the face of the free right to assign and sublease, has no meaning. The remaining provisions as to the methods of use are specific and would apply to any user.

Thus by assignment the method and extent of use can change without limit depending upon the nature of the assignee's or sublessee's business, and this leaves the court

without any measure or standard to determine damages in the event of a breach.

The lease is of some twelve pages in length with a five page schedule attached. It apparently was the result of negotiations and redrafting. There is in schedule A a form with a column for insertion of a fixed rental and one for a mileage rental. The fixed rental column contains zeros while the mileage rental is set on a sliding scale related to the amount of use. Thus in the portion of the lease where provisions as to the amount of use should appear there are none and in my opinion there are none elsewhere in the lease.

Both parties urge that the contract is not ambiguous, and urge construction of the terms it contains to reach a result. There is no contention advanced that a provision was inadvertently omitted. The action was brought on the express terms of the lease and so defended. Thus they say in effect that the contract is complete if properly construed, hence there is no room for implication by law to provide missing provisions.

I would affirm the judgment.

**JUDGMENT**

Nineteenth Day, January Term, Thursday,

January 28th, 1965.

Before Honorable Alfred P. Murrah, Chief Judge, and Honorable John C. Pickett and Honorable Oliver Seth, Circuit Judges.

This cause came on to be heard on the transcript of the record from the United States District Court for the District of Kansas and was argued by counsel.

On consideration whereof, it is ordered and adjudged by this court that the judgment of the said district court in this cause be and the same is hereby reversed, that this cause be and the same is hereby remanded to the said district court for further trial on the remedies provided in the lease for its breach, and that Ryder Truck Rental, Inc., appellant, have and recover of and from Central Packing Company, Inc., appellee, its costs herein and have execution therefor.

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## ORDER DENYING APPELLEE'S PETITION FOR REHEARING

Forty-Sixth Day, January Term, Wednesday,

March 17th, 1965.

Before Honorable Alfred P. Murrah, Chief Judge, and Honorable John C. Pickett and Honorable Oliver Seth, Circuit Judges.

This cause came on to be heard on the petition of appellee for a rehearing herein and was submitted to the court.

On consideration whereof, it is ordered by the court that the said petition be and the same is hereby denied.

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[On March 29, 1965, the mandate of the United States Court of Appeals, in accordance with the opinion and judgment of said court, was issued to the United States District Court for the District of Kansas.]

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# TRUCK LEASE AND SERVICE AGREEMENT

Dated at Kansas City, Missouri
This 25th day of January, 1960

THIS AGREEMENT is made between Ryder Truck Rental, Inc., whose address is 2444 Grand Avenue, Kansas City, Missouri, hereinafter called the OWNER, and Central Packing Company, Inc., whose address is Livestock Exchange Building, Kansas City, Missouri, hereinafter called the LESSEE.

1. CANCELLATION OF PRIOR AGREEMENTS:

It is expressly agreed that this Truck Lease and Service Agreement shall cancel and rescind any and all agreements, documents and instruments of every name and nature whatsoever dated prior to the date of this Truck Lease and Service Agreement between Ryder Truck Rental, Inc. and Central Packing Company, Inc.

2. PROPERTY COVERED AND TERM:

OWNER does hereby lease to LESSEE the motor vehicles described in SCHEDULE "A" OF TRUCK LEASE SERVICE AGREEMENT, attached hereto and made a part hereof. This Lease shall become effective with respect to each vehicle on the "delivery date" for that specific vehicle as set forth in Schedule "A", and shall continue under lease with respect to each said vehicle until terminated as hereinafter provided. The OWNER agrees and warrants that in order to secure to the LESSEE the continuous and uninterrupted use of the motor vehicles described herein during the term of and for the purposes described in this Truck Lease and Service Agreement, said motor vehicles are and during the term of this Lease and Agreement shall be mechan-

ically fit and properly equipped to safely and promptly transport fresh meats and perishable commodities and shall be maintained in clean, good and safe mechanical and operating condition. The OWNER further agrees and warrants that for the purpose of inducing the LESSEE to rely on the representations contained in this Truck Lease and Service Agreement, said motor vehicles are and during the term of this Truck Lease and Service Agreement shall be equipped and maintained in accordance with the requirements of all applicable laws, rules and regulations of State and Federal Authorities, including but not limited to the Interstate Commerce Commission, having jurisdiction over the operation of motor vehicles on the public highways. Where necessary to accomplish the performance of the obligations of the OWNER as provided in this Paragraph or to enable the LESSEE to perform its obligations as provided in Paragraph No. 4 I. (eye) herein, the OWNER authorizes the LESSEE to make or cause to be made such repairs to or on said motor vehicles as shall be required by a written order or directive of the Interstate Commerce Commission arising from or related to the enforcement of the Commission's Safety Regulations and in the event such repairs are made by the LESSEE, the provisions of Paragraph No. 3D herein shall apply.

3. OWNER AGREES:

A. To provide fuel, oil, lubricants, tires, tubes and all other operating supplies and accessories necessary for the proper and efficient operation of the vehicles described in Schedule "A" and the safe and prompt transportation of fresh meats and perishable commodities and to paint and letter the vehicles according to the specifications provided by the LESSEE. The OWNER further agrees to maintain the vehicles in sound and safe operat-

ing condition in accordance with the Safety Regulations prescribed by the Interstate Commerce Commission and in a manner which will provide to the LESSEE the safe and prompt transportation of fresh meats and perishable commodities, such maintenance to include exterior washing, polishing and servicing so that the vehicles shall present a neat appearance.

B. To reimburse the LESSEE for fuel, oil and or lubricants which the LESSEE purchases away from the OWNER's garage upon the receipt from the LESSEE of a receipted bill therefor.

C. To release the LESSEE from liability for damages from accidental collision or upset arising out of each accident to each leased vehicle in excess of the amount specified in Schedule "A".

D. If, during the term of this Truck Lease and Service Agreement, any of the Tractors or Semi-Trailers referred to herein should become disabled, or found by a Municipal, State or Federal Regulatory Agency to be unfit or unsafe for operation on the public highways, or subject to attachment or other process of law arising from or related to any alleged debt or obligation of the OWNER or involved in any alleged breach of the warranties provided herein, the LESSEE shall, at the expense of the OWNER, promptly notify the OWNER of the occurrence of said event and the OWNER agrees that the LESSEE may at the expense of the OWNER take such steps as are necessary to provide for continuous refrigeration and the following procedure shall become operative:

(1) In the event a vehicle becomes disabled or is found by a Municipal, State or Federal Regulatory Agency to be unfit or unsafe for operation on the public highways:

(a) The OWNER shall, upon the receipt of notice from the LESSEE, authorize or cause its agent to authorize the LESSEE to make or cause to be made such repairs as in the judgment of the LESSEE will restore the said vehicle to service in the shortest possible time.

(b) The OWNER shall within six (6) hours after the receipt of said notice from the LESSEE either substitute for said disabled, unfit or unsafe vehicle a vehicle of similar size and carrying capacity or begin actual repairs on said vehicle. In the event of the failure or refusal by the OWNER to furnish a substitute vehicle or to begin actual repairs within said six (6) hours, the LESSEE may at its election make or cause to be made such repairs as in its judgment will restore the said vehicle to service in the shortest possible time or hire a substitute vehicle and in the event of said substitution, the provisions of Paragraph No. 3D (1) (c) herein shall apply.

(c) In the event that the OWNER commences said repairs as provided in Paragraph No. 3D(1) (b) above and said repairs are not completed within ten (10) hours after said notice, the LESSEE may at its election make or cause to be made such repairs as in its judgment will restore the said vehicle to service in the shortest possible time or hire a substitute vehicle, and in the event of said substitution all the provisions of this Truck Lease and Service Agreement shall apply to said substitute vehicle and the OWNER agrees to reimburse the LESSEE for any additional rental over and above the amount of rental provided for herein with respect to said vehicle while said vehicle is out of service.

(2) In the event a vehicle becomes subject to the process of law arising from or related to any alleged

debt or obligation of the OWNER or involved in any breach of the warranties provided in Paragraph No. 7 herein, the LESSEE may at its election forthwith hire a substitute vehicle or take such other action as is necessary to promptly complete the delivery of the property of the LESSEE and in the event of said substitution or other action, the OWNER agrees to reimburse the LESSEE for all costs and expenses incurred by the LESSEE in completing the delivery of its property. In the event that the legal action involving said vehicle is not terminated and all liens or attachments on said vehicle are not fully and legally discharged within three days, the provisions of this Lease and Agreement with respect to said vehicle shall then and thereupon terminate and the OWNER shall forthwith pay to the LESSEE the additional sum of Five Hundred Dollars ($500.00) as liquidated damages in payment of all claims by the LESSEE arising from and related to said legal action or the removal of said vehicle from the service of the LESSEE.

and the OWNER hereby authorizes the LESSEE to deduct the cost of said repairs, refrigerants, rental or substitute vehicles and expenses related thereto from any rental then payable or to become payable to the OWNER, provided that vouchers for said repairs, refrigerants and expenses are furnished to the OWNER at the time said deduction is made. The OWNER and the LESSEE specifically and mutually agree that time is of the essence with respect to all the terms and provisions of Paragraph No. 3D herein.

E. To release LESSEE from liability for damage to leased vehicles resulting from fire or theft.

F. To provide at its own cost, beyond local motor vehicle licenses required by the State of Missouri and the City of Kansas City, Missouri at current fees and to pay all personal property taxes assessed on each vehicle.

G. To provide storage for each vehicle at 2444 Grand Avenue, Kansas City, Missouri or other mutually agreeable locations.

4. LESSEE AGREES:

A. To lease the vehicles described in Schedule "A" and to pay OWNER all charges provided herein within seven days of receipt of invoice from OWNER. Payments to be made to 2444 Grand Avenue, Kansas City, Missouri.

B. To cause each motor vehicle to be operated by a competent, properly licensed driver who shall be the agent of the LESSEE and subject to its control, direction and supervision. To pay all wages and expenses of said driver and, subject to existing agreements between the LESSEE and a labor union, upon receipt of a written complaint from the OWNER specifying reckless or abusive handling of the vehicle or other incompetence by any driver to immediately remove such driver and substitute a competent driver.

C. To endeavor to return each vehicle to OWNER's garage for a minimum of eight (8) hours in each and every week for inspection and adjustments to eliminate, insofar as possible, interruptions to LESSEE's service.

D. Subject to the terms and provisions of Paragraph No. 3D herein, not to cause or permit LESSEE's drivers, employees or agents to make or authorize repairs or adjustments to vehicles or tamper with governors but in all cases to notify the OWNER by the speediest means of communication giving a description of the nature of the defect or failure and location of the vehicle and abide by the OWNER's directions concerning emergency repair service.

E. To reimburse the OWNER in full for damages resulting from reckless or abusive operation of the vehicles off a public highway or overloading beyond the load capacity shown in Schedule "A" attached hereto.

F. To procure and maintain policies of insurance, with both the OWNER and the LESSEE as named assureds, covering the vehicles described herein, during such time as said vehicles are leased to and operated by the LESSEE, against third party claims for death, personal injury or property damage, in not less than the following amounts:

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| Bodily Injury | $250,000.00 | per person |
| Bodily Injury | $500,000.00 | per accident |
| Property Damage | $ 50,000.00 | per accident |

and to deliver to the OWNER appropriate Certificates of insurance certifying the insurance coverage described in this Paragraph and that said insurance shall not be cancelled without ten (10) days written notice to the OWNER.

G. Except as otherwise specifically provided herein and except when any of the motor vehicle equipment described herein is in the custody or control of the OWNER, to release and hold the OWNER harmless for loss of or damage to cargo or other property belonging to or in the custody of the LESSEE and for injury to employees or passengers of the LESSEE or for damage to their property.

H. To notify the OWNER in writing as soon as possible of any accidents or collisions involving the leased vehicles and to cause the driver to make a detailed report in person at the OWNER's office as soon as practicable and to promptly render all other reasonable as-

sistance to the OWNER as required in its investigation and defense of all claims and suits.

I. That during the term of this Truck Lease and Service Agreement it will use and operate the motor vehicle equipment described herein in the normal and ordinary conduct of its business including, but not limited to, renting, leasing or subleasing said vehicles to others, subject to the provisions of Paragraph No. 5D herein. The LESSEE, recognizing and accepting its responsibility to equip, maintain and inspect said motor vehicle equipment in compliance with the effective Safety Regulations prescribed by State and Federal Authorities, including but not limited to the Interstate Commerce Commission, having jurisdiction over the operation of motor vehicles on the public highways expressly relies on the warranty by the OWNER in Paragraph No. 2 herein that said motor vehicle equipment is and during the term of this Truck Lease and Service Agreement shall be so equipped and maintained and agrees that said motor vehicle equipment shall be inspected as required by said Safety Regulations by its agents or employees.

J. To pay any special license or tax required by the business of the LESSEE except as specifically provided in Paragraph No. 3F herein and to be responsible for any highway or bridge tolls, mileage taxes or ton mileage taxes which may result from the operation of these vehicles.

K. To use and operate the motor vehicles described herein in compliance with the lawful regulations of State and Federal Agencies having jurisdiction over the operation of motor vehicles on the public highways and to indemnify and to hold the OWNER harmless against any fines, forfeitures, seizures and penalties arising out of any such violation resulting from the use and operation of the leased vehicles by LESSEE.

5. IT IS MUTUALLY AGREED:

A. Mileage shall be determined from speedometer readings. If the speedometer fails to function the mileage for the period in which the failure occurred shall be estimated by the amount of fuel consumed and the miles per gallon record of OWNER averaged for the previous six months.

B. The motor vehicles described in this Lease and Agreement shall not be operated with weight in excess of the licensed capacity of said vehicles.

C. Acceptance of a vehicle in service constitutes an acknowledgment that the vehicle complies with LESSEE's specifications provided, however, that such acceptance by the LESSEE shall not be deemed as any waiver or modification of any of the OWNER's obligations under the provisions of Paragraph No. 2 and Paragraph No. 3 of this Truck Lease and Service Agreement and provided further that any structural alteration, special equipment other than is or shall be required by State or Federal Safety Regulations or material alteration in painting, lettering or art work thereafter required by LESSEE shall be made at the expense of the LESSEE. It is agreed that in the event that an order or directive of a State or Federal Regulatory Agency shall require the installation of any additional safety equipment on any of the vehicles leased by the LESSEE under and during ther term of this Lease and Agreement, said safety equipment shall be promptly obtained and installed by the OWNER, subject to the following conditions:

(1) Where said safety equipment costs the OWNER fifty Dollars ($50.00) or less for each vehicle, said safety equipment shall be purchased, paid for and installed by the OWNER.

(2) Where said safety equipment costs the OWNER more than Fifty Dollars ($50.00) for each vehicle, said safety equipment shall be purchased by the OWNER and the total cost of the purchase price and the cost of installation shall be divided equally between the OWNER and the LESSEE.

D. This Lease and Agreement shall be binding on the Parties hereto, their successors, legal representatives and assigns. The LESSEE shall, upon notice to the OWNER, have the right to sublease any of the vehicles leased hereunder and to assign this Agreement or any interest therein, provided, however, that in the event of such sublease or assignment the LESSEE shall remain liable for the performance of all of its obligations hereunder and for damage to the interior of a refrigerated vehicle arising from or related to the transporation of other than perishable commodities.

E. The terms of this Lease and Agreement shall not be altered or amended or construed as altered or amended by any verbal agreement or informal writing, nor by failure to insist upon performance or failure to exercise any right or privilege, but alteration, amendment or addition shall be accomplished only by execution of endorsement hereon or amendment hereto duly executed by both Parties.

F. Recognizing that the rental for the lease of the motor vehicles described herein is exclusive of any sales or use taxes which might be imposed after the date of the execution of this Lease and Agreement, the LESSEE agrees to pay in addition to the rent specified, the amount of such future imposed sales or use taxes and any other new or additional taxes or any increase in taxes, license and registration fees effective after the effective date of this Lease and Agreement applicable to the use of the

motor vehicles leased to and operated by the LESSEE under and during the term of this Lease and Agreement.

6. EFFECTIVE DATE AND TERMINATION PRIVILEGES:

A. This Truck Lease and Service Agreement shall be retroactive to and shall become effective on July 10, 1959 and unless sooner cancelled and terminated as provided herein shall remain in full force and effect until January 10, 1966 and shall then and thereupon terminate without notice by either Party to the other.

B. This Truck Lease and Service Agreement may be terminated and cancelled by the OWNER upon written notice to the LESSEE one hundred and fifty (150) days prior to the first and any subsequent anniversary date and in the event of such termination by the OWNER, the LESSEE shall have the right to purchase all or any of the vehicles then covered by this Lease and Agreement for the sum of the "original value" less the total accrued "weekly depreciation" for each such vehicle in accordance with the provisions of Schedule "A".

C. Upon written notice to the OWNER sixty (60) days prior to the first, second, third, fourth, fifth or sixth anniversary date of the effective date of this Lease and Agreement as provided in Paragraph No. 6A herein, the LESSEE may terminate this Lease and Agreement with respect to all or any of the vehicles then covered by this Lease and Agreement and in the event of such termination the OWNER and the LESSEE agree as follows:

(1) Upon termination by the LESSEE on the first, second or third anniversary, the LESSEE shall purchase the tractors and trailers with respect to which this Lease and Agreement has been terminated, paying to the OWNER the sum of the

"original value" less the total accrued "weekly depreciation" for each such vehicle in accordance with the provisions of Schedule "A" plus the pro rata amount of unexpired license fees and applicable taxes for each such vehicle. In the event of such purchase, the LESSEE shall have the option to purchase the tires on said vehicles at a price which is mutually acceptable to the OWNER and to the LESSEE.

(2) Upon termination by the LESSEE on the fourth, fifth or sixth anniversary, the LESSEE may terminate this Lease and Agreement with respect to as many tractors as it chooses without any obligation to purchase any of said tractors, whereupon the LESSEE, at its option, may subject to all the terms and conditions of this Lease and Agreement and the right by the LESSEE to terminate on any subsequent anniversary as specifically provided herein, continue this Lease and Agreement with respect to the remaining number of tractors and an equal number of trailers. With respect to such trailers in excess of the number of tractors retained by the LESSEE under this Lease and Agreement as provided in Paragraph No. 6C(2) herein, the LESSEE may at its option

(a) Purchase said trailers, paying to the OWNER the price computed in accordance with the provisions of Paragraph No. 6C(1) herein, or

(b) Continue, subject to all of the terms and conditions of this Lease and Agreement and the right of the LESSEE to terminate on any subsequent anniversary as specifically provided herein, to lease said trailers for the remainder of the term of this Lease and Agreement at a rental of Two Hundred Forty-Seven Dollars ($247.00) per month, subject to the following conditions:

(i) The OWNER agrees to release and hold the LESSEE harmless from liability for

damage to leased vehicles resulting from accidental collision or upset in excess of Five Hundred Dollars ($500.00) arising out of each accident to each leased vehicle.

(ii) The LESSEE shall pay for all operating expenses, taxes and fees and shall provide and pay for all trailer and refrigeration maintenance, tires and license plates in connection with the operation of said trailers.

(iii) All of the provisions of this Lease and Agreement not inconsistent with the provisions of Paragraphs Nos. 6C(2)(b)(i) and 6C(2)(b)(ii) shall apply with respect to the lease of said excess trailers.

provided, however, that the right of the LESSEE, pursuant to Paragraph No. 6C herein to terminate this Lease and Agreement with respect to tractors sixty (60) days prior to the fourth anniversary date of the effective date of this Lease and Agreement shall not commence until

(aa) the International Diesel Tractor No. B800 described in Schedule "A" and any replacement or substitute vehicle has been operated for a cumulative total of 400,000 miles

(bb) each of the Mack Tractors Nos. B801 through B829 described in Schedule "A" and any replacement or substitute vehicles has been operated for a cumulative total of 260,000 miles

and if such events occur after said fourth anniversary date, the right of the LESSEE to terminate with respect to each of the tractors covered by Subparagraphs (aa) and (bb) immediately above on said fourth anniversary date shall be extended to the date on which said mileage shall have accrued.

D. This Lease and Agreement shall terminate automatically and without notice at the election of the OWNER or the LESSEE if the LESSEE or the OWNER shall (1) become insolvent, or (2) file a voluntary petition in bankruptcy, or (3) make an assignment for the benefit of creditors, or (4) shall be adjudicated a bankrupt or (5) if a receiver be appointed for the business of the OWNER or the LESSEE.

E. Time is of the essence of this Lease and Agreement and in the event either the OWNER or the LESSEE substantially breaches or is in default of any material provisions of this Lease and Agreement the Party not in default may, without notice to the other Party, refuse to comply with the terms of this Lease and Agreement until such breach or default is cured, without such refusal being deemed an act of cancellation and without prejudice to other remedies available to either Party. If the breach or default shall continue for seven (7) days after written notice thereof shall have been mailed to the Party in default, the Party not in default may at its election cancel and terminate this Lease and Agreement immediately upon the mailing of written notice of such cancellation and termination to the other Party. In the event that breach or default by the LESSEE is the cause of election by the OWNER to cancel and terminate this Lease and Agreement, the LESSEE agrees to purchase the vehicles then covered by this Lease and Agreement, paying to the OWNER the price computed in accordance with Paragraph No. 6C(1) herein and if the LESSEE shall fail to pay the said purchase price the OWNER may sell the vehicles at public sale and the LESSEE shall be liable to the OWNER for the difference between the said purchase price and the amount realized at such sale. In the event that breach or default by the OWNER is the cause of election by the LESSEE to cancel and terminate this Lease

and Agreement, the LESSEE shall specifically have no obligation to purchase any of the vehicles then covered by this Lease and Agreement and the LESSEE shall specifically have the right to purchase all or any of the vehicles then covered by this Lease and Agreement for the sum of the "original value" less the total accrued "weekly depreciation" for each such vehicle in accordance with the provisions of Schedule "A". In the event of election by the LESSEE to cancel and terminate this Lease and Agreement because of breach or default by the OWNER as provided in Paragraph No. 6D herein, the OWNER shall be liable to the LESSEE for damages resulting from said breach or default.

7. The OWNER warrants that it has full right to lease to the LESSEE the motor vehicle equipment described in Schedule "A" in accordance with the terms and provisions of this Lease and Agreement, that it is not a Carrier as defined in Part Two of the Interstate Commerce Act and covenants and agrees that the LESSEE, paying the rent and performing each and every covenant herein set forth on its part to be performed, shall have, hold and enjoy the continuous and uninterrupted use, possession and right to possession of said motor vehicle equipment during the full term of this Agreement. Subject to the provisions of Paragraph No. 3D herein, the OWNER may finance the property leased hereunder, or any part thereof, and in that connection may, as security, give the lender an installment sales instrument or mortgage covering such property, provided, however, that before executing said installment sales instrument or mortgage the OWNER agrees to obtain and deliver to the LESSEE the written assent to this Lease and Agreement by the holder of any such security interest in any of the vehicles leased to the LESSEE under this Lease and Agreement.

8. All notices provided for herein shall be in writing and directed to the OWNER and to the LESSEE, as the case may be, at their respective addresses as shown on Page No. 1 of this Lease and Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused these presents to be duly executed the day and year first above written by an officer duly authorized and their respective corporate seals hereto affixed.

Ryder Truck Rental, Inc.
(Owner)
By /s/ Arthur A. Rosewall
Its President - Duly Authorized

Central Packing Company, Inc.
(Lessee)
By /s/ Eli Jacobson
Its Treasurer - Duly Authorized

Signed, Sealed and Delivered in the Presence of:

/s/ Castle W. Jordan
/s/ Adeline Call

## SCHEDULE "A" OF TRUCK LEASE AGREEMENT

Add to Agreement:
~~Remove From Agreement:~~ ~~(Strike One)~~



| Truck No. | Date of Delivery or Removal | Year & Make | Type | Missouri License | Chassis No. | Motor No. | Lessee's Collision Liability | Original Value * | Weekly Depreciation | Flood Rental Charge Per Wk. | Mileage Rate Per Mile |
|---|---|---|---|---|---|---|---|---|---|---|---|
| B 800 | 7-10-59 | IHC | Tractor | Over 60 M | E 5170 H | NH220-235756 | $500 | $17870.00 | $68.73 | -0- | ••• |
| B 1800 | 7-10-59 | Fruehauf | Trailer | | AV-328048 | | | $15004.25 | $32.46 | -0- | |
| B 801 | 9-19-59 | Mack | Tractor | 60,010 | 28423 | END673-418-71 | $500 | $12675.00 | $40.63 | -0- | •• |
| B 1801 | 9-19-59 | Fruehauf | Trailer | | AV-328052 | | | $14828.00 | $32.08 | -0- | |
| B 802 | 9-19-59 | Mack | Tractor | 60,010 | 28424 | END673-419-10 | $500 | $12675.00 | $40.63 | -0- | •• |
| B 1802 | 9-19-59 | Fruehauf | Trailer | | AV-328053 | | | $14828.00 | $32.08 | -0- | |
| B 803 | 9-19-59 | Mack | Tractor | 60,010 | 28425 | END673-419-67 | $500 | $12675.00 | $40.63 | -0- | •• |
| B 1803 | 9-19-59 | Fruehauf | Trailer | | AV-328054 | | | $14828.00 | $32.08 | -0- | |
| B 804 | 9-19-59 | Mack | Tractor | 60,010 | 28426 | END673-420-37 | $500 | $12675.00 | $40.63 | -0- | •• |
| B 1804 | 9-19-59 | Fruehauf | Trailer | | AV-328055 | | | $14828.00 | $32.08 | -0- | |
| B 805 | 9-19-59 | Mack | Tractor | 60,010 | 28427 | END673-420-40 | $500 | $12675.00 | $40.63 | -0- | •• |
| B 1805 | 9-19-59 | Fruehauf | Trailer | | AV-328056 | | | $14828.00 | $32.08 | -0- | |

* ORIGINAL VALUE DOES NOT INCLUDE TIRES.

This Agreement, dated January 25, 1960, will be effective as to each vehicle as provided in the column above entitled "Date of Delivery or Removal". By mutual agreement between the parties hereto, it is agreed that this "Schedule A" is hereby made a part of that certain Truck Lease Agreement between the parties hereto dated January 25, 1960, effective as of July 10, 1959.

~~This Agreement will be effective as to each vehicle on the date it is ready for LESSEE'S service and LESSEE agrees that it will accept service when same is ready. By mutual agreement between the parties hereto entered into this _____ day of _____, 19__, it is agreed that this "Schedule A" is hereby made a part of that certain Truck Lease Agreement between the parties hereto dated the _____ day of _____, 19__.~~

Signed:
RYDER TRUCK RENTAL, INC.
Owner

By Arthur A. Rosewall
Arthur A. Rosewall
Its President - Duly Authorized

9-53

Signed:
CENTRAL PACKING COMPANY, INC.
Lessee

By Eli Jacobson
Eli Jacobson
Its Treasurer - Duly Authorized

A27

## SCHEDULE "A" OF TRUCK LEASE AGREEMENT

Add to Agreement:
~~Remove From Agreement: (Strike One)~~



| Truck No. | Date of Delivery or Removal | Year & Make | Type | Insurance Limits License | Chassis No. | Motor No. | Lessee's Collision Liability | Original Value * | Weekly Depreciation | Fixed Rental Charges Per Wk. | Mileage Rate Per Mile |
|---|---|---|---|---|---|---|---|---|---|---|---|
| B 806 | 9-19-59 | Mack | Tractor | 60,010 | 28428 | END673-418-69 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1806 | 9-19-59 | Fruehauf | Trailer | | AV-328057 | | | $14828.00 | $32.08 | -0- | |
| B 807 | 9-19-59 | Mack | Tractor | 60,010 | 28429 | END673-418-72 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1807 | 9-19-59 | Fruehauf | Trailer | | AV-328058 | | | $14828.00 | $32.08 | -0- | |
| B 808 | 9-19-59 | Mack | Tractor | 60,010 | 28430 | END673-421-48 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1808 | 9-19-59 | Fruehauf | Trailer | | AV-328059 | | | $14828.00 | $32.08 | -0- | |
| B 809 | 9-19-59 | Mack | Tractor | 60,010 | 28431 | END673-418-70 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1809 | 9-19-59 | Fruehauf | Trailer | | AV-328060 | | | $14828.00 | $32.08 | -0- | |
| B 810 | 9-19-59 | Mack | Tractor | 60,010 | 28432 | END673-418-67 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1810 | 9-19-59 | Fruehauf | Trailer | | AV-328061 | | | $14828.00 | $32.08 | -0- | |
| B 811 | 9-19-59 | Mack | Tractor | 60,010 | 28433 | END673-420-100 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1811 | 9-19-59 | Fruehauf | Trailer | | AV-328062 | | | $14828.00 | $32.08 | -0- | |

* ORIGINAL VALUE DOES NOT INCLUDE TIRES.

This Agreement, dated January 25, 1960, will be effective as to each vehicle as provided in the column above entitled "Date of Delivery or Removal". By mutual agreement between the parties hereto, it is agreed that this "Schedule A" is hereby made a part of that certain Truck Lease Agreement between the parties hereto dated January 25, 1960, effective as of July 10, 1959.

~~This Agreement will be effective as to each vehicle on the date it is ready for LESSEE'S service and LESSEE agrees that it will accept service when same is ready. By mutual agreement between the parties hereto entered into this _____ day of _____, 19__, it is agreed that this "Schedule A" is hereby made a part of that certain Truck Lease Agreement between the parties hereto dated the _____ day of _____, 19____.~~

Signed:
RYDER TRUCK RENTAL, INC.
Owner
By Arthur A. Rosewall
9-53 Arthur A. Rosewall
Its President - Duly Authorized

Signed:
CENTRAL PACKING COMPANY, INC.
Lessee
By Eli Jacobson
Eli Jacobson
Its Treasurer - Duly Authorized

A28

## SCHEDULE "A" OF TRUCK LEASE AGREEMENT

Add to Agreement:
~~Remove From Agreement: (Strike One)~~



| Truck No. | Date of Delivery or Removal | Year & Make | Type | Missouri License | Chassis No. | Motor No. | Lessee's Collision Liability | Original Value * | Weekly Depreciation | Fixed Rental Charge Per Wk. | Mileage Rate Per Mile |
|---|---|---|---|---|---|---|---|---|---|---|---|
| B 812 | 9-19-59 | Mack | Tractor | 60,010 | 28434 | END673-420-96 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1812 | 9-19-59 | Fruehauf | Trailer | | AV-328063 | | | $14828.00 | $32.08 | -0- | |
| B 813 | 9-19-59 | Mack | Tractor | 60,010 | 28435 | END673-422-28 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1813 | 9-19-59 | Fruehauf | Trailer | | AV-328064 | | | $14828.00 | $32.08 | -0- | |
| B 814 | 9-19-59 | Mack | Tractor | 60,010 | 28436 | END673-420-91 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1814 | 9-19-59 | Fruehauf | Trailer | | AV-328065 | | | $14828.00 | $32.08 | -0- | |
| B 815 | 9-19-59 | Mack | Tractor | 60,010 | 28437 | END673-420-33 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1815 | 9-19-59 | Fruehauf | Trailer | | AV-328066 | | | $14828.00 | $32.08 | -0- | |
| B 816 | 9-19-59 | Mack | Tractor | 60,010 | 28438 | END673-422-21 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1816 | 9-19-59 | Fruehauf | Trailer | | AV-328067 | | | $14828.00 | $32.08 | -0- | |
| B 817 | 9-19-59 | Mack | Tractor | 60,010 | 28439 | END673-421-53 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1817 | 9-19-59 | Fruehauf | Trailer | | AV-328068 | | | $14828.00 | $32.08 | -0- | |

* ORIGINAL VALUE DOES NOT INCLUDE TIRES.

This Agreement, dated January 25, 1960, will be effective as to each vehicle as provided in the column above entitled "Date of Delivery or Removal". By mutual agreement between the parties hereto, it is agreed that this Schedule A is hereby made a part of that certain Truck Lease Agreement between the parties hereto dated January 25, 1960, effective as of July 10, 1959.

~~This Agreement will be effective as to each vehicle on the date it is ready for LESSEE'S service and LESSEE agrees that it will accept service when same is ready. By mutual agreement between the parties hereto entered into this ..... day of ....., 19 ....., it is agreed that this "Schedule A" is hereby made a part of that certain Truck Lease Agreement between the parties hereto dated the ..... day of ....., 19 .....~~

Signed:
RYDER TRUCK RENTAL, INC.
Owner
By Arthur A. Rosewall
Arthur A. Rosewall
Its President - Duly Authorized

9-53

Signed:
CENTRAL PACKING COMPANY, INC.
Lessee
By Eli Jacobson
Eli Jacobson
Its Treasurer - Duly Authorized

SCHEDULE "A" OF TRUCK LEASE AGREEMENT

Add to Agreement:
~~Remove From Agreement: (Strike One)~~



| Truck No. | Date of Delivery or Removal | Year & Make | Type | Missouri Licensed Gross Limits License | Chassis No. | Motor No. | Lessee's Collision Liability | * Original Value | Weekly Depreciation | Fixed Rental Charge Per Wk. | Mileage Rate Per Mile |
|---|---|---|---|---|---|---|---|---|---|---|---|
| B 818 | 9-19-59 | Mack | Tractor | 60,010 | 28440 | END673-421-52 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1818 | 9-19-59 | Fruehauf | Trailer | | AV-328069 | | | $14828.00 | $32.08 | -0- | |
| B 819 | 9-19-59 | Mack | Tractor | 60,010 | 28441 | END673-421-54 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1819 | 9-19-59 | Fruehauf | Trailer | | AV-328070 | | | $14828.00 | $32.08 | -0- | |
| B 820 | 10-1-59 | Mack | Tractor | 60,010 | 28442 | END673-421-56 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1820 | 10-1-59 | Fruehauf | Trailer | | AV-328071 | | | $14828.00 | $32.08 | -0- | |
| B 821 | 10-1-59 | Mack | Tractor | 60,010 | 28443 | END673-421-55 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1821 | 10-1-59 | Fruehauf | Trailer | | AV-328072 | | | $14828.00 | $32.08 | -0- | |
| B 822 | 10-1-59 | Mack | Tractor | 60,010 | 28444 | END673-422-27 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1822 | 10-1-59 | Fruehauf | Trailer | | AV-328073 | | | $14828.00 | $32.08 | -0- | |
| B 823 | 10-10-59 | Mack | Tractor | 60,010 | 28445 | END673-423-50 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1823 | 10-10-59 | Fruehauf | Trailer | | AV-328074 | | | $14828.00 | $32.08 | -0- | |

* ORIGINAL VALUE DOES NOT INCLUDE TIRES.

This Agreement, dated January 25, 1960, will be effective as to each vehicle as provided in the column above entitled 'Date of Delivery or Removal'. By mutual agreement between the parties hereto, it is agreed that this "Schedule A" is hereby made a part of that certain Truck Lease Agreement between the parties hereto dated January 25, 1960, effective as of July 10, 1959.

~~This Agreement will be effective as to each vehicle on the date it is ready for LESSEE'S service and LESSEE agrees that it will accept service when same is ready. By mutual agreement between the parties hereto entered into this _____ day of _____, 19____, it is agreed that this "Schedule A" is hereby made a part of that certain Truck Lease Agreement between the parties hereto dated the _____ day of _____, 19____.~~

Signed:
RYDER TRUCK RENTAL, INC.
Owner
By Arthur A. Rosewall
9-53
Arthur A. Rosewall
Its President - Duly Authorized

Signed:
CENTRAL PACKING COMPANY, INC.
Lessee
By Ell Jacobson
Ell Jacobson
Its Treasurer - Duly Authorized

A30

SCHEDULE "A" OF TRUCK LEASE AGREEMENT

Add to Agreement:
Remove From Agreement: (Strike One)



Missouri

| Truck No. | Date of Delivery or Removal | Year & Make | Type | Licensing Data | Chassis No. | Motor No. | Lessee's Collision Liability | *Original Value | Weekly Depreciation | Fixed Rental Charge Per Wk. | Mileage Rate Per Mile |
|---|---|---|---|---|---|---|---|---|---|---|---|
| B 824 | 10-1-59 | Mack | Tractor | 60,010 | 28446 | END673-423-51 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1824 | 10-1-59 | Fruehauf | Trailer | | AV-328075 | | | $14828.00 | $32.08 | -0- | |
| B 825 | 10-3-59 | Mack | Tractor | 60,010 | 28447 | END673-423-29 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1825 | 10-3-59 | Fruehauf | Trailer | | AV-328076 | | | $14828.00 | $32.08 | -0- | |
| B 826 | 10-7-59 | Mack | Tractor | 60,010 | 28448 | END673-422-72 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1826 | 10-7-59 | Fruehauf | Trailer | | AV-328077 | | | $14828.00 | $32.08 | -0- | |
| B 827 | 10-14-59 | Mack | Tractor | 60,010 | 28449 | END673-422-63 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1827 | 10-14-59 | Fruehauf | Trailer | | AV-328078 | | | $14828.00 | $32.08 | -0- | |
| B 828 | 10-12-59 | Mack | Tractor | 60,010 | 28450 | END673-423-49 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1828 | 10-12-59 | Fruehauf | Trailer | | AV-328079 | | | $14828.00 | $32.08 | -0- | |
| B 829 | 10-1-59 | Mack | Tractor | 60,010 | 28451 | END673-424-85 | $500 | $12675.00 | $40.63 | -0- | ** |
| B 1829 | 10-1-59 | Fruehauf | Trailer | | AV-328080 | | | $14828.00 | $32.08 | -0- | |

* ORIGINAL VALUE DOES NOT INCLUDE TIRES.

This Agreement, dated January 25, 1960, will be effective as to each vehicle as provided in the column above entitled Date of Delivery or Removal . By mutual agreement between the parties hereto, it is agreed that this Schedule A is hereby made a part of that certain Truck Lease Agreement between the parties hereto dated January 25, 1960, effective as of July 10, 1959.

~~This Agreement will be effective as to each vehicle on the date it is ready for LESSEE'S service and LESSEE agrees that it will accept service when same is ready. By mutual agreement between the parties hereto entered into this ..... day of ....., 19..., it is agreed that this "Schedule A" is hereby made a part of that certain Truck Lease Agreement between the parties hereto dated the ..... day of ....., 19.....~~

Signed:
RYDER TRUCK RENTAL, INC.
Owner
By Arthur A. Rosewall
Arthur A. Rosewall
Its President - Duly Authorized

Signed:
CENTRAL PACKING COMPANY, INC.
By E.H. Jacobson
E.H. Jacobson
Its Treasurer - Duly Authorized

9-53

A31

EQUIPMENT RATES

*** DCOF-405 International Diesel Tractor with 40 foot tandem axle Fruehauf trailer at .219¢ per mile for the first 144,000 miles per contract year, and all miles in excess of 144,000 miles, per contract year at .183¢ per mile.

** B-61-T Mack Diesel Tractor with 35 foot tandem axle Fruehauf trailer at .219¢ per mile for the first 90,000 miles per contract year, and all miles in excess of 90,000 miles, per contract year at .183¢ per mile.

TRAILER SPECIFICATIONS

Each 35 foot tandem axle Fruehauf trailer unit numbers B-1801 through B-1829 shall contain not less than 4 inches of fiberglass in its walls and ceilings and not less than 4 inches of styrofoam in its floor and rear doors and shall include a mechanical diesel-powered refrigeration unit capable of producing and maintaining an inside temperature of not more than 28° F.

Each 40 foot tandem axle Fruehauf trailer unit number B-1800 shall contain not less than 4 inches of fiberglass in its walls and ceilings and not less than 4 inches of styrofoam in its floor and rear doors and shall include a mechanical propane-powered refrigeration unit capable of producing and maintaining an inside temperature of not more than 28° F.

RYDER TRUCK RENTAL, INC.
BOARD OF DIRECTORS
JANUARY 25, 1960

Mr. Rosewall, Chairman, called attention to the fact that counsel for the corporation had been negotiating with counsel for Central Packing Co., Inc., of Kansas City, Missouri, with respect to resolving differences of opinion resulting over lease of tractors and trailers to Central Pack-

ing Co., Inc. A copy of a proposed Lease and Agreement was presented and discussed.

Whereupon, after motion duly made and seconded, it was unanimously

RESOLVED, that A. A. Rosewall, President, R. McClure, Vice President, E. M. Prussing, Vice President, and C. W. Jordan, Secretary, be and they hereby are authorized, directed and empowered, for, in the name of, and on behalf of this corporation to enter into a Lease and Agreement with appropriate Schedule A in substantially the form and content presented by C. W. Jordan, General Counsel, to this meeting and execution thereof shall be conclusive upon this corporation.

I, Arnold B. Braun, Assistant Secretary of Ryder Truck Rental, Inc., a Florida corporation, do hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted at a special meeting of the Board of Directors of said Company held on the 25th day of January, 1960, at Miami, Florida, and that the same are still in full force and effect.

WITNESS my signature and the seal of the corporation, this 26th day of January, 1960.

/s/ Arnold B. Braun,
Arnold B. Braun,
(Seal) Assistant Secretary

THIS IS TO CERTIFY:

That at a special meeting of the Directors of Central Packing Company, Inc., held at the office of the corporation on January 25, 1960, at which meeting all the Directors were present and voting throughout, the following resolution was unanimously adopted:

VOTED: That the Treasurer of the corporation, namely Eli Jacobson, be and he hereby is authorized, acting and signing singly, to execute for and on behalf of the

corporation a Truck Lease and Service Agreement, dated January 25, 1960, between Ryder Truck Rental, Inc., of Kansas City, Missouri, and the corporation, together with Schedule "A" of said agrement between the same parties on the same date, which agreement and Schedule "A" were duly read at said meeting, and his execution thereof shall be the final and binding act of the corporation.

A true copy.
Attest:

/s/ Samuel Seder,
Samuel Seder,
Secretary

(Seal)

CENTRAL PACKING COMPANY, INC.

300 Central Avenue
DRexel 3400
Kansas City 18, Kansas
January 25, 1960

Ryder Truck Rental, Inc.
2444 Grand Avenue
Kansas City, Missouri
Gentlemen:

This will have reference to the Truck Lease and Service Agreement between Central Packing Company, Inc. and Ryder Truck Rental, Inc. dated this date.

No changes or modifications in the said Truck Lease and Service Agreement or Schedule "A" attached thereto shall be made without the express written authorization and approval by Mr. John Jacobson or the writer.

Very truly yours
Central Packing Company, Inc.
/s/ Eli Jacobson
Eli Jacobson
Treasurer